

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HRHH IP, LLC		05/08/2020	Limited Liability Company: DELAWARE
JC Hospitality, LLC		05/08/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HR West Licensor, LLC
<b>Street Address:</b>	5701 Stirling Road
<b>City:</b>	Davie
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33314
<b>Entity Type:</b>	Limited Liability Company: FLORIDA

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4692748	BACKSTAGE PASS
Registration Number:	4849357	ENTOURAGE
Registration Number:	4748043	GENERAL ADMISSION
Registration Number:	4748044	GENERAL ADMISSION
Registration Number:	2534438	
Registration Number:	3567751	MR. LUCKY'S 24/7
Registration Number:	3567750	MR. LUCKY'S 24/7
Registration Number:	5027866	MULTI-PLATINUM ACCESS
Registration Number:	5027867	MULTI-PLATINUM ACCESS
Registration Number:	4865520	PLATINUM ACCESS
Registration Number:	4862047	PLATINUM ACCESS
Registration Number:	3873673	REHAB
Registration Number:	4524097	REHAB
Registration Number:	5389151	REHAB BEACH CLUB
Registration Number:	4611979	REHAB RX
Registration Number:	3182848	REHAB RX
Registration Number:	4615774	REHAB RX

CH \$715.00 4692748

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3170859	REHAB RX SUNDAYS AT THE POOL.
Serial Number:	86525425	THE JOINT
Serial Number:	86525431	THE JOINT
Registration Number:	2181672	THE JOINT LAS VEGAS
Registration Number:	4206187	THE JOINT LAS VEGAS
Registration Number:	5098150	VINYL
Registration Number:	4897330	VINYL
Registration Number:	5043579	VINYL
Registration Number:	4891535	VINYL LAS VEGAS
Registration Number:	4897331	VINYL LAS VEGAS
Registration Number:	5043580	VINYL LAS VEGAS

**CORRESPONDENCE DATA**

Fax Number: 4045818330

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 4045818671

Email: nytéf@jonesday.com

Correspondent Name: Mary Alexander Myers

Address Line 1: Jones Day

Address Line 2: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Mary Alexander Myers
SIGNATURE:	/Mary Alexander Myers/
DATE SIGNED:	06/17/2020

**Total Attachments: 16**

- source=Assignment to HR Licensor West#page1.tif
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- source=Assignment to HR Licensor West#page3.tif
- source=Assignment to HR Licensor West#page4.tif
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- source=Assignment to HR Licensor West#page15.tif
- source=Assignment to HR Licensor West#page16.tif

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (this “**Assignment**”), dated as of May 8, 2020, is made by and among HRHH IP, LLC, a Delaware limited liability company (“**HRHH IP**”) and JC Hospitality, LLC, a Delaware limited liability company (“**JCH**” together with and HRHH IP, individually and collectively, the “**Assignors**”), and HR West Licensor, LLC, a Florida limited liability company (“**Assignee**”).

**WHEREAS**, Assignors own or have registered the Purchased Trademarks;

**WHEREAS**, HRHH IP and JCH are parties to that certain Trademark Assignment, dated March 30, 2018, pursuant to which HRHH IP purported to assign all right, title, and interest in and to the JCH Marks to JCH (the “**2018 Trademark Assignment**”), and the 2018 Trademark Assignment was filed at Reel/Frame 6336/0854. The 2018 Trademark Assignment did not contain a present tense assignment provision assigning the JCH Marks from HRHH IP to JCH;

**WHEREAS**, pursuant to that certain Purchase Agreement (the “**Purchase Agreement**”), dated as of May 8, 2020, by and among Seminole Hard Rock Entertainment Inc., a Florida corporation (the parent of Assignee, “**Hard Rock**”), HRHH Propco, LLC, a Delaware limited liability company, and JCH, JCH has agreed to sell, transfer, convey, assign, and deliver (free and clear of all Encumbrances (other than Permitted Encumbrances)) to Hard Rock all of the JCH Marks; and

**WHEREAS**, Hard Rock has designated Assignee to receive certain JCH Marks pursuant to this Assignment and HRHH IP and JCH desire to remove any ambiguity as to whether the 2018 Trademark Assignment transferred all right, title, and interest in the JCH Marks from HRHH IP to JCH. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

**NOW, THEREFORE**, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **First Assignment.** Effective as of the date hereof, to the extent HRHH IP retains any right, title, and interest in and to the JCH Marks after the 2018 Trademark Assignment, HRHH IP hereby transfers, conveys, assigns, and delivers to JCH, and JCH hereby acquires and accepts from HRHH IP, all of HRHH IP’s right, title and interest in, to and under the JCH Marks set forth on Schedule 1 hereto (the “**Purchased Trademarks**”), including (i) any and all goodwill associated therewith, (ii) all rights therein provided by international treaties or conventions, (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. **Second Assignment.** Immediately upon the preceding assignment’s

effectiveness, JCH hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from the JCH, all of JCH's title and interest in, to and under the Purchased Trademarks including (i) any and all goodwill associated therewith, (ii) all rights therein provided by international treaties or conventions, (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

3. **Assurances.** Assignors hereby authorize Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all trademark registrations and trademark applications included in the Purchased Trademarks to and in the name of Assignee. From and after the Closing Date, upon the reasonable request of Assignee and at Assignee's expense solely with respect to transfers from JCH to Assignee, Assignors shall execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances and other instruments and papers and take such other action as may be reasonably requested by Assignee in order to vest, perfect or confirm, of record or otherwise, the right, title and interest of Assignee, its successors and assigns, in and to the Purchased Trademarks or otherwise to carry out the provisions of this Assignment and give effect to the transactions contemplated by the Purchase Agreement and the other Transaction Documents that pertain to the Purchased Trademarks.

4. **Governing Law.** This Assignment and all Actions arising in whole or in part hereunder or in connection herewith, shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than those of the State of New York.

5. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

6. **Interpretation, Severability.** This Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties and covenants set forth in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment.

7. **Counterparts; Facsimile Signatures.** This Assignment may be executed in

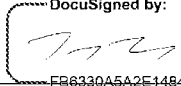
one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

**ASSIGNOR:**

**JC HOSPITALITY, LLC,**  
a Delaware limited liability company

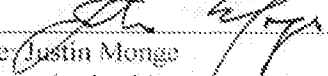
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jay Wolf  
Title: Authorized Signatory

*Signature Page to Trademark Assignment (US + Unregistered)*

**IN WITNESS WHEREOF**, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

**ASSIGNOR:**

**HRHH IP, LLC,**  
a Delaware limited liability company

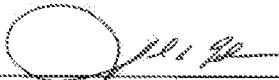
By:   
Name: Justin Monge  
Title: Authorized Representative

*Signature Page to Trademark Assignment (US + Unregistered)*

**WITNESS WHEREOF**, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

**ASSIGNEE:**

**HR WEST LICENSOR, LLC,**  
a Florida limited liability company



By:   
Name: John Eder  
Title: EVP, CFO, Secretary and Treasurer











## Schedule 1

### Purchased Trademarks

#### REGISTERED TRADEMARKS/SERVICE MARKS

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
BACKSTAGE PASS	U.S.	JC Hospitality LLC	85/526,535	4,692,748	2/24/15
ENTOURAGE	U.S.	JC Hospitality LLC	86/427,083	4,849,357	11/10/15
GENERAL ADMISSION	U.S.	JC Hospitality LLC	86/427,090	4,748,043	6/2/15
GENERAL ADMISSION	U.S.	JC Hospitality LLC	86/427,091	4,748,044	6/2/15
Misc. Design (Guitar) 	U.S.	JC Hospitality LLC	75/489,003	2,534,438	1/29/02
MR. LUCKY'S 24/7	U.S.	JC Hospitality LLC	78/737,144	3,567,751	1/27/09
MR. LUCKY'S 24/7 & Design 	U.S.	JC Hospitality LLC	78737,119	3,567,750	1/27/09
MULTI-PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/513,413	5,027,866	8/23/16
MULTI-PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/513,414	5,027,867	8/23/16
PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/427,095	4,865,520	12/8/15
PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/427,099	4,862,047	12/1/15
REHAB	U.S.	JC Hospitality LLC	77/047,306	3,873,673	11/9/10
REHAB	U.S.	JC Hospitality LLC	85/542,757	4,524,097	5/6/14
REHAB BEACH CLUB	U.S.	JC Hospitality LLC	87/043,933	5,389,151	1/30/18
REHAB RX	U.S.	JC Hospitality LLC	85/542,768	4,611,979	9/30/14

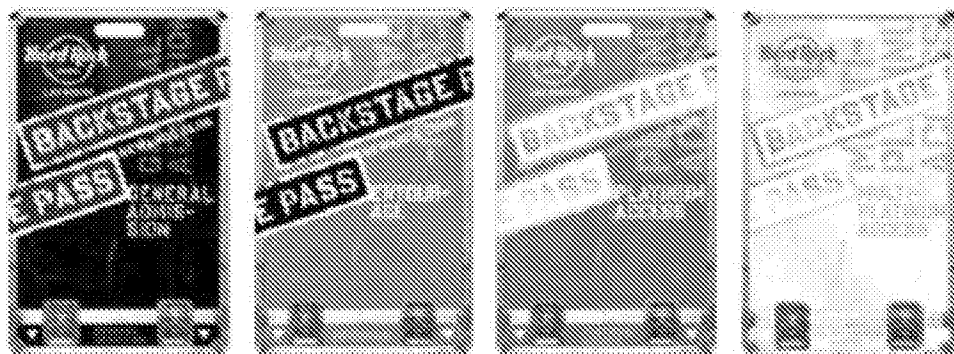
MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
REHAB RX (Stylized) 	U.S.	JC Hospitality LLC	78/640,786	3,182,848	12/12/06
REHAB RX (Stylized) 	U.S.	JC Hospitality LLC	85/542,774	4,615,774	10/7/14
REHAB RX SUNDAYS AT THE POOL & Design 	U.S.	JC Hospitality LLC	78/640,797	3,170,859	1/14/06
THE JOINT	U.S.	JC Hospitality LLC	86/525,425		
THE JOINT	U.S.	JC Hospitality LLC	86/525,431		
THE JOINT LAS VEGAS & Design 	U.S.	JC Hospitality LLC	74/674,049	2,181,672	8/18/98
THE JOINT LAS VEGAS & Design 	U.S.	JC Hospitality LLC	77/549,679	4,206,187	9/11/12
VINYL	U.S.	JC Hospitality LLC	86/473,371	5,098,150	12/13/16
VINYL	U.S.	JC Hospitality LLC	86/473,372	4,897,330	2/9/16
VINYL	U.S.	JC Hospitality LLC	86/473,373	5,043,579	9/20/16
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,374	4,891,535	1/26/16

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,375	4,897,331	2/9/16
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,376	5,043,580	9/20/16

**TRADEMARKS AND DESIGN MARKS NOT REGISTERED**

- BACKSTAGE PASS, GENERAL ADMISSION, ENTOURAGE and PLATINUM ACCESS design marks

**BACKSTAGE PASS REWARDS CLUB**



COATED PANTONE				
	Pantone 103.1B Coat C	Pantone 212.1B Coat C	White	
4 COLOR PROCESS				
	C 80 M 60 Y 50 K 20	C 70 M 50 K 30	C 20 M 10 K 10	
UNCOATED PANTONE				
	Pantone Process Black U	Pantone 226.1U	White	
RGB ON SCREEN / DIGITAL				
	R 45 G 43 B 42	R 80 G 50 B 0.0	R 255 G 255 B 255	

BACKSTAGE PASS  
REWARDS CLUB

BACKSTAGE PASS  
REWARDS CLUB

BACKSTAGE PASS  
REWARDS CLUB

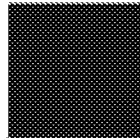
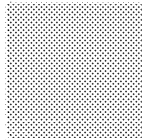
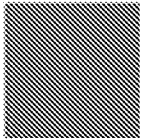
- FUEL (Word Mark)
- FUEL design marks

**FUEL**

**FUEL**  
CAFE

**FUEL**  
EXPRESS

PROCESS COLORS

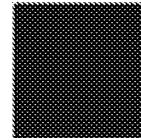
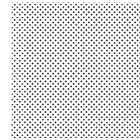
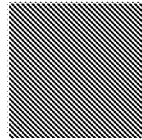


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Y=100  
K=0

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K=0

C=0  
M=0  
Y=0  
K=100

PMS COLORS

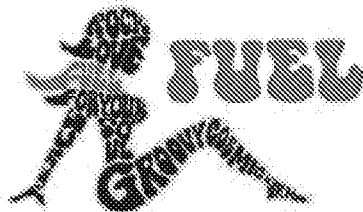
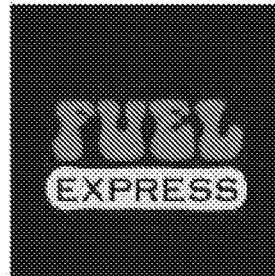
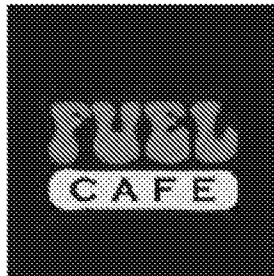
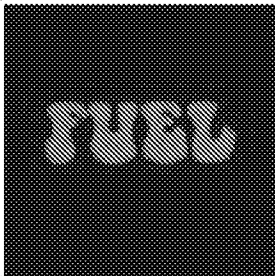


PMS  
1795C

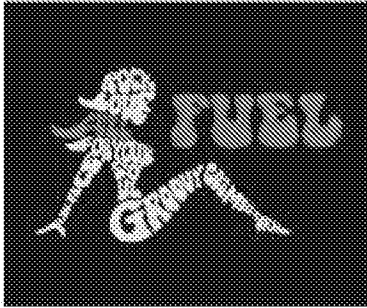
PMS  
116C

PMS  
BLACK C

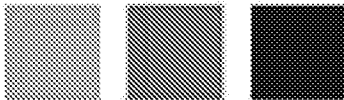
REVERSES



REVERSES / 2-COLOR ONLY



PROCESS COLORS



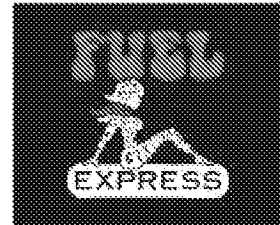
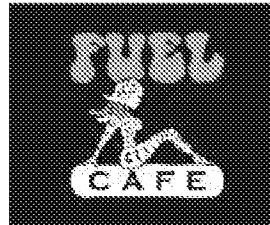
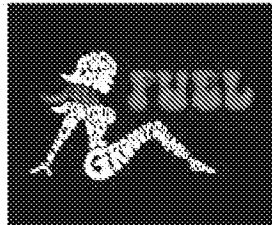
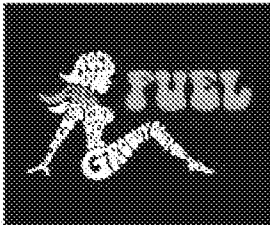
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M=0	M=0	M=0
Y=97	Y=100	Y=0
K=0	K=0	K=100

PMS COLORS



PMS 368C	PMS 226C	PMS BLACK C
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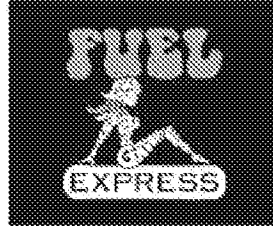
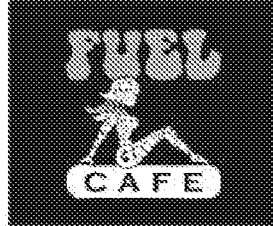
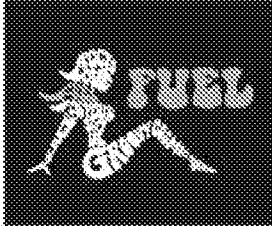
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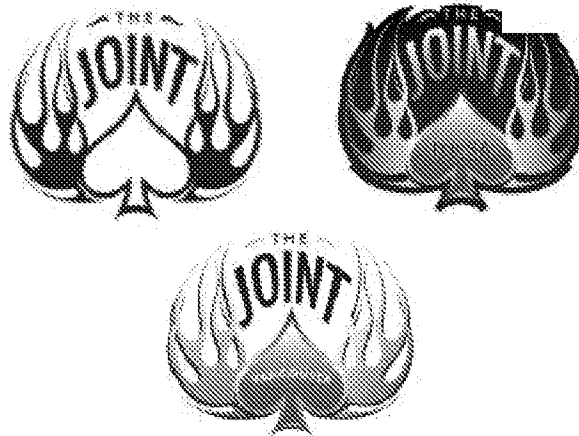
1 COLOR USAGE



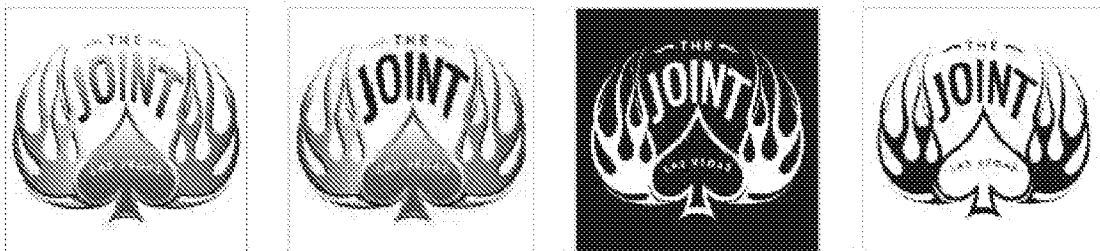
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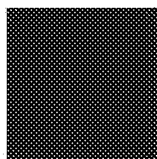
- The Joint designs



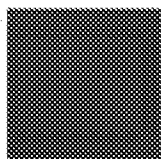
- The Joint Colors



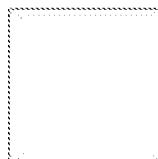
COATED PANTONE



Pantone  
161-1-6  
Goe C



Pantone  
51-3-6  
C



White

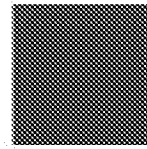


- FU (Word Mark)
- FU design marks



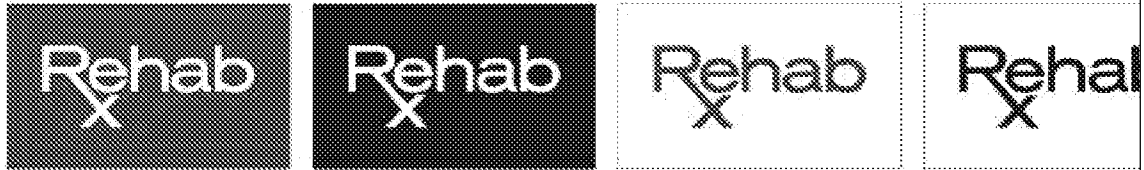
# Rehab

COATED PANTONE

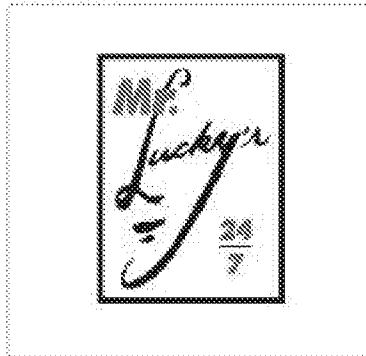


Pantone  
83-1-5  
Goe C

White



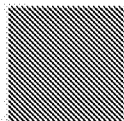
STANDARD LOGO



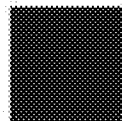
STANDARD LOGO2 REVERSE



PROCESS COLORS



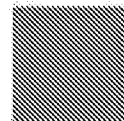
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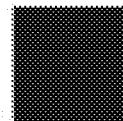
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PMS COLORS



PMS  
032C



PMS  
607C

PMS  
BLACK C

